

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

TRILLIUM MEDICAL EDUCATION )  
CONSULTANTS, INCORPORATED, a )  
corporation incorporated under the )  
laws of the Province of Ontario, )  
 )  
Plaintiff, ) Case No.:  
 v. )  
 )  
UNISERV CORP. d/b/a CARIBBEAN )  
MEDICAL UNIVERSTIY, an Illinois )  
corporation. )  
 )  
Defendant.

**COMPLAINT**

Trillium Medical Education Consultants, Incorporated (“TMEC”) complains against Uniserv Corp. d/b/a Caribbean Medical University (“CMU” or “Defendant”) (collectively the “Parties”) as follows:

**PARTIES**

1. TMEC is a corporation incorporated under the laws of the Province of Ontario, with offices in Chicago and Canada. TMEC provides consultation services for medical students.
2. Uniserv Corp. d/b/a Caribbean Medical University is an Illinois corporation, with a United States home office in Chicago, Illinois and with a campus in Curacao. CMU is a United States curriculum-based medical school located on the island of Curacao, which operates under the name of Caribbean Medical School University B.V. on the island of Curacao, which is controlled and managed by Uniserv Corp.

**JURISDICTION AND VENUE**

3. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1332 because there is diversity of citizenships between the parties and the amount in controversy exceeds \$75,000.00. Further, the Parties have consented to submit to the exclusive jurisdiction and venue of the federal courts within Illinois.

4. Venue is proper pursuant to 28 U.S.C. §1391(b)(3) because CMU is subject to the court's personal jurisdiction; CMU maintains an office in this judicial district, and the events relating to this cause of action primarily took place within this judicial district.

**COUNT I: BREACH OF CONTRACT  
(TMEC AGAINST CMU)**

5. TMEC realleges paragraphs one (1) through four (4) as though they were alleged herein.

6. On or about April 23, 2014 CMU entered into a written, binding, and enforceable affiliation agreement with TMEC (the "Agreement") for clinical clerkship experiences for the students of CMU.

7. Under the terms of the Agreement, TMEC agreed to provide clinical placements of CMU medical students with affiliated preceptors/sites for academic credit.

8. CMU agreed to pay TMEC a fee in exchange for the services described in paragraph seven (7).

9. TMEC rendered these services and performed all of its obligations under the Agreement.

10. CMU breached the Agreement by failing to pay TMEC for services under the Agreement.

11. Specifically, CMU owes TMEC for services rendered in the amount of at least \$740,560.00.

12. In addition, and under the terms of the Agreement, CMU agreed not to directly contact preceptors, hospitals, and / or affiliates (with whom TMEC was in contact with in connection with the services it was providing), and further agreed not to make disparaging remarks about TMEC to students and / or other affiliates.

13. In exchange for promising not to make direct contact with these entities, CMU received, among other things, valuable clinical experience that was for the benefit of its students.

14. CMU breached the Agreement by directly contacting preceptors, hospitals, and affiliates. CMU also breached the Agreement by making disparaging remarks about TMEC to students and other affiliates.

15. CMU's breach of the Agreement has caused significant damage and harm to TMEC in a variety of ways.

16. As a result of CMU's failure to pay TMEC its fee, TMEC has been damaged in the amount of \$740,560.00.

17. The Agreement also permits TMEC to recover lost income under the Agreement in the event of CMU's breach. As a result of CMU's breach of the unlawful contact provisions and failure to perform its obligations under the Agreement, TMEC has lost clinical placement income for 2016 in the amount of \$891,108.65, premedical income from CMU students for 2016 in the amount of \$225,000, and yearly average income from CMU in the amount of \$120,000.

18. In addition, the Agreement requires that CMU provide one-year notice to cancel. As a result of CMU's failure to provide this notice, TMEC has lost at least one (1) year's worth of income, or \$1,245,000.00.

19. Furthermore, the Agreement prohibits CMU from contacting the “off limits” entities and individuals for a period of two (2) years. TMEC has lost two (2) years of additional income as a result of CMU’s failure to adhere to these provisions. This has damaged TMEC in the amount of \$1,800,000.00.

20. The total amount of monetary damage suffered by TMEC as a result of CMU’s breach of the Agreement is \$3,785,560.00.

21. As a result of CMU’s unlawful contact of preceptors, hospitals, and / or affiliates, money damages, while appropriate, are inadequate to fully remedy the damage caused by the unlawful contact. Furthermore, as previously agreed upon by the parties in the Agreement, CMU’s breach as alleged herein has irreparably harmed TMEC. The nature and magnitude of the harms caused by CMU’s breach entitle TMEC to permanent injunction enjoining CMU from further contacting these preceptors, hospitals, and / or affiliates.

22. Finally, TMEC has been damaged as a result of the disparaging remarks made by CMU. TMEC is entitled to money damages to be determined at trial to remedy this conduct.

WHEREFORE, TMEC seeks entry of an order of judgment in its favor and against Defendants for at least \$3,785,560.00, plus interest, attorney’s fees, court costs, and / or filing fees, and a permanent injunction enjoining CMU from further contacting preceptors/hospitals/affiliates, and from further disparaging TMEC to students, and any other relief this Court deems just and proper.



Vivek Jayaram, Esq.  
Jayaram Law Group  
125 S. Clark Street  
17th Floor  
Chicago, IL 60603  
vivek@jayaramlaw.com  
T: 646.325.9855  
Counsel for Plaintiff